

AMENDMENT TO LEASE

Trustee

THIS IS AN AMENDMENT, dated January 8, 1999 to the Ground Lease dated July 1, 1978 as amended August 15, 1978 (the "Lease") between TEXAS YOUTH COMMISSION, with offices at 4900 N. Lamar Blvd., Austin, Texas 78765, successor in interest to Texas Youth Council ("Lessor") and McDONALD'S CORPORATION with offices at One McDonald's Plaza, Oak Brook, Illinois 60521, successor in interest to Franchise Realty Interstate Corporation ("Lessee"). The property ("Demised Premises") is located in Austin, Texas and the legal description is shown on page 1A of this Amendment.

In consideration of the agreements established by this Amendment, the Lease is amended, as indicated below and on the following pages numbered 1 through 5. The Lease is amended in the following areas:

<u>Item</u>	<u>Page</u>
RENT	2
OPTION to EXTEND	3
NOTICE	4

-1-

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LEL
Lessor's Initials

COZ
Lessee's Initials

JAN 10 1999

The legal description of the Demised Premises as it presently exists is as follows:

**LEGAL DESCRIPTION OF THE DEMISED PREMISES
AND EASEMENTS (IF ANY)**

PARCEL 1:

BEGINNING at an iron pin found at the northwest corner of Lot 1 of Bobby Lane Subdivision, a subdivision of record in Book 8, at Page 146 of the Plat Records of Travis County, Texas, which POINT OF BEGINNING is in the east line of Lamar Boulevard and is the southwest corner of this tract;

THENCE with the said east line of Lamar Boulevard, N 29° 12' E 182.29 feet to an "X" in concrete on the south line of Barton Springs Road, which point is the northwest corner of this tract;

THENCE with the said south line of Barton Springs Road, S 77° 22' E 155.00 feet to an iron pin set at the northeast corner of this tract;

THENCE S 13° 43' W 259.91 feet to an iron pin set on the north line of the aforesaid Lot 1 of Bobby Lane Subdivision, which point is the southeast corner of this tract;

THENCE with the north line of said Lot 1 of Bobby Lane Subdivision, N 54° 31' W 219.24 feet to the POINT OF BEGINNING, and containing 40,000 square feet of land.

PARCEL 2:

RESERVED EASEMENT:

Lessor reserves therefrom the following described easement.

BEGINNING at the southwest corner of this tract, from which POINT OF BEGINNING an iron pin found at the northwest corner of Lot 1 of Bobby Lane Subdivision, a subdivision of record in Book 8 at Page 146 of the Plat Records of Travis County, Texas, bears S 29° 12' W 24.15 feet, which POINT OF BEGINNING is in the east line of Lamar Boulevard;

THENCE with said east line of Lamar Boulevard, N 29° 12' E 30.18 feet to the northwest corner of this tract;

THENCE S 54° 31' E 203.62 feet to the northeast corner of this tract;

THENCE S 13° 43' W 32.30 feet to the southeast corner of this tract;

THENCE N 54° 31' W 212.30 feet to the POINT OF BEGINNING, and containing 6238 square feet of land.

-1A-

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HEL
Lessor's Initials

[Signature]
Lessee's Initials

JAN 15 1999

Article 4, the Rent, as described on page 2 of the Lease, is amended as follows:

RENT

Paragraph (d). **Delete**

Paragraph (e). **Delete**

Paragraph (f). **Delete**

Paragraph (g). **Delete**

-2-

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LEL
Lessor's Initials


Lessee's Initials

JAN 15 1999

Article 15, Option to Extend, as found on page 8 of the Lease is deleted in its entirety and replaced with the following.

OPTION TO EXTEND

Lessor agrees that the term of this lease shall be automatically extended for three (3) successive option periods of ten (10) years, ten (10) years and five (5) years respectively from the Lease expiration date, upon the same terms and conditions as contained in the Lease, except that rent shall be as stated below. No notice from, or act by, Lessee, whatsoever, shall be required to extend this Lease. However, Lessee may terminate this lease as of the end of the primary term or any option period, whichever is applicable, by sending written notice to Lessor at least ninety (90) days prior to the expiration of the primary term or any option period. The options contained in this Article shall not be affected or terminated by the receipt or rejection of any offers relating to other options, including, but not limited to, rights of first refusal to purchase or lease, if any, contained in this Lease. The rent for the option periods shall be as follows:

Option Period #1

(a) Commencing upon 4/17/99 through and including 4/16/04 the rent shall be the sum of Fifty Three Thousand Three Hundred and 00/100 Dollars (\$53,300) per annum payable in equal monthly installments of Four Thousand Four Hundred Forty One and 67/100 Dollars (\$4,441.67) payable one each on the 1st day of every calendar month for the then current month.

(b) Commencing upon 4/17/04 through and including 4/16/09 the rent shall be the sum of Fifty Nine Thousand Nine Hundred Sixty Three and 00/100 Dollars (\$59,963) per annum payable in equal monthly installments of Four Thousand Nine Hundred Ninety Six and 92/100 Dollars (\$4,996.92) payable one each on the 1st day of every calendar month for the then current month.

Option Period #2

(a) Commencing upon 4/17/09 through and including 4/16/14 the rent shall be the sum of Sixty Seven Thousand Four Hundred Fifty Eight and 00/100 Dollars (\$67,458) per annum payable in equal monthly installments of Five Thousand Six Hundred Twenty One and 50/100 Dollars (\$5,621.50) payable one each on the 1st day of every calendar month for the then current month.

(b) Commencing upon 4/17/14 through and including 4/16/19 the rent shall be the sum of Seventy Five Thousand Eight Hundred Ninty and 00/100 Dollars (\$75,890) per annum payable in equal monthly installments of Six Thousand Three Hundred Twenty Four and 17/100 Dollars (\$6,324.17) payable one each on the 1st day of every calendar month for the then current month.

Option Period #3

(a) Commencing upon 4/17/19 through and including 4/16/24 the rent shall be the sum of Eighty Five Thousand Three Hundred Seventy Six and 00/100 Dollars (\$85,376) per annum payable in equal monthly installments of Seven Thousand One Hundred Fourteen and 67/100 Dollars (\$7,114.67) payable one each on the 1st day of every calendar month for the then current month.

If the commencement date of any rental period shall be on a date other than the first day of the calendar month, the first rental payment and the last rental payment, if applicable, shall be adjusted for the proportionate fraction of the whole month.

Article 22/Paragraph E, the provision of the Lease on Notice, as described on page 11 of the Ground Lease, is deleted and the following is substituted for it:

NOTICE

If at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving notice, sent by registered or certified United States mail, return receipt requested and postage prepaid. If intended for Lessor, the notice shall be addressed to:

**Texas Youth Commission Trustee
P.O Box 4260
4900 N. Lamar Blvd.
Austin, Texas 78765**

If intended for Lessee, the notice shall be addressed to :

**One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: Director, Development Team Legal Department**

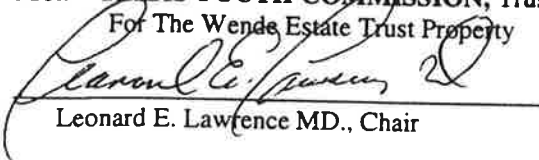
or such other address as either party may have furnished to the other in writing as a place for the service of notice. Notwithstanding the foregoing, a notice sent to Lessor at the address to which rental payments are being sent at the time of the notice shall be deemed adequate for the purpose of exercising any option right contained in this Lease, including, but not limited to, purchase options, rights of first refusal and options to terminate, if any. Any notice so mailed shall be deemed to have been given as of the time it is deposited in the United States mail.

Lessor agrees to execute and promptly return to Lessee a Memorandum of Lease in recordable form upon Lessee's request.


The Lease, as amended by this document, is ratified and confirmed.

To indicate their Agreement to this Amendment to Lease, the parties, or their authorized representatives or officers, have signed this document on the dates specified.

LESSOR: **TEXAS YOUTH COMMISSION, Trustee**
For The Wende Estate Trust Property

By: 
Leonard E. Lawrence MD., Chair

APPROVED AS TO FORM;

By: 
Neil E Nichols, General Counsel

ATTEST:

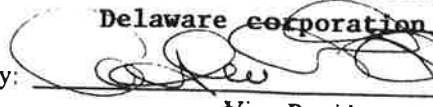
Date: _____

WITNESS:

LESSOR'S FEDERAL I.D.#
OR SOCIAL SECURITY #:

74-6000161

LESSEE: **McDONALD'S CORPORATION**
Delaware corporation

By: 
Vice President
Catherine A. Griffin
Assistant Vice President



ATTEST:

Assistant Secretary

Date: January 15, 1999

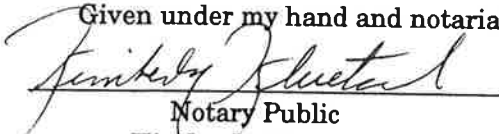
WITNESS:

ACKNOWLEDGMENT - McDONALD'S
(No attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Kimberly Kluetsch, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Assistant Vice President of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Assistant Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of January, 1999.


Notary Public
Kimberly Kluetsch

My commission expires September 21, 2002.



ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 19____.

Notary Public


My commission expires _____.

**ACKNOWLEDGMENT
TEXAS YOUTH COMMISSION TRUSTEE**

**STATE OF TEXAS
COUNTY OF BEXAR**

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Leonard E. Lawrence, MD, Chairman of the Board of Texas Youth Commission, Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman of the Board of Texas Youth Commission, Trustee, appeared before me this day in person and acknowledged that he signed, and delivered the said instrument as his free and voluntary act as such Chairman of the Board of Texas Youth Commission, Trustee and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and seal this the 27th day of January 1999.


Notary Public in and for
State of Texas

EVELYN DUGOSH EVANS
Printed Name of Notary
My commission expires 8/14/2001

LEASE SUPPLEMENT

THIS IS A SUPPLEMENT TO A CERTAIN LEASE DATED _____

July 1, 1978, BETWEEN Texas Youth Council

LESSOR, WHOSE ADDRESS IS 8900 Shoal Creek Boulevard, Austin, Texas 78758
AND Franchise Realty Interstate Corporation

LESSEE, WHOSE ADDRESS IS McDONALD'S PLAZA, OAK BROOK, ILLINOIS, 60521.
FOR THE PREMISES DESCRIBED ON EXHIBIT A.

Pursuant to the terms and conditions contained in said Lease, this Supplemental Agreement is executed to affirm the following facts:

1. Commencement date of the term of said Lease is
June 19, 1978.
2. Commencement date of the _____ of said Lease is.
October 4, 1984.
3. Commencement date of taxes and other monetary obligations of said Lease is _____
April 17, 1979.
4. The date upon which the original term of said Lease shall expire is April 16, 1999.

THE LEASE, AS HEREBY SUPPLEMENTED, IS RATIFIED AND CONFIRMED.

LESSOR:

[Signature]
Executive Director
Texas Youth Council

DATE: July 30, 1979

WITNESS:

[Signature]
[Signature]

FRANCHISE

LESSEE: REALTY INTERSTATE CORPORATION

BY: [Signature]
Vice President MC
ATTEST: [Signature]
Assistant Secretary

DATE: June 25, 1979

WITNESS:

[Signature]
[Signature]

AGREEMENT AMENDING LEASE
(Legal Amendment)

THIS AGREEMENT, is dated this 15th day of August, 1978
and is between Texas Youth Council
, hereinafter called "Lessor", and FRANCHISE REALTY
INTERSTATE CORPORATION, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, by lease dated July 1, 1973 Lessor leased to
Lessee the premises described on Exhibit A, attached; and

WHEREAS, Lessor and Lessee desire to amend the above lease to include
the correct legal description of the premises;

NOW THEREFORE, Lessor and Lessee agree that effective this 15th day of
August, 1978 the legal description referred to above is hereby deleted from
said lease and shall be of no further force and effect, and the legal des-
cription on Exhibit B, attached, is substituted therefore.

THE LEASE, as hereby modified, is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this amendment.

LESSOR: Texas Youth Council

[Signature]
[Signature]

LESSEE: FRANCHISE REALTY INTERSTATE
CORPORATION

BY: [Signature]
Vice President

ATTEST:

BY: [Signature]
Assistant Secretary

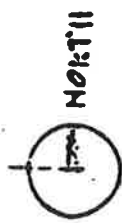
WITNESS:

[Signature]
[Signature]

WITNESS:

[Signature]
[Signature]

(Append acknowledgement certificates for all signatures)



BARTON SPRINGS RD.
155'-0"

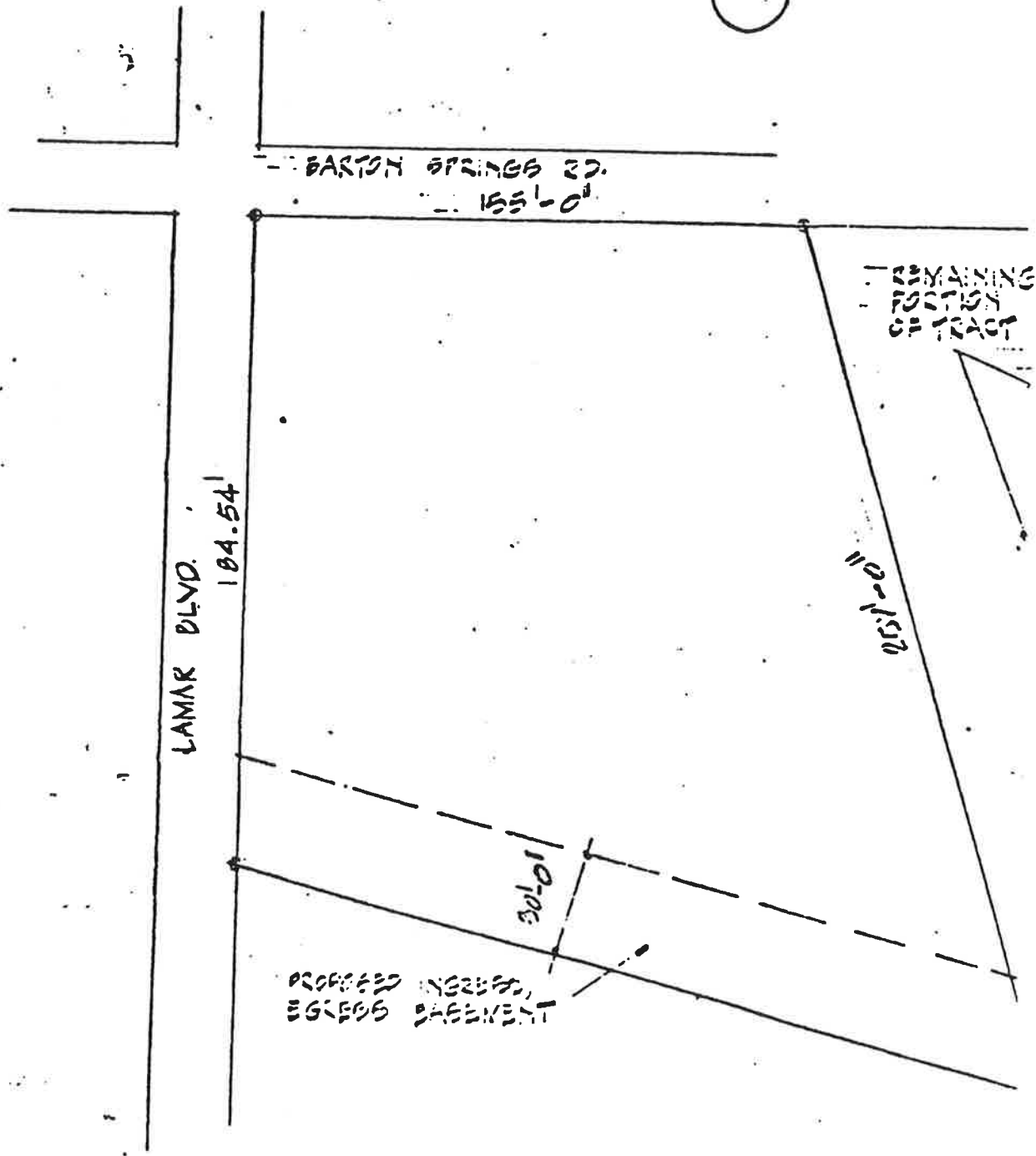
EXISTING
CONCRETE
TRACT

151'-0"

LAMAR BLVD.
184.54'

30'-0"

PROPOSED IMPROVEMENTS
EGRESS PASSAGE



PARCEL 1:

BEGINNING at an iron pin found at the northwest corner of Lot 1 of Bobby Lane Subdivision, a subdivision of record in Book 8, at Page 146 of the Plat Records of Travis County, Texas, which POINT OF BEGINNING is in the east line of Lamar Boulevard and is the southwest corner of this tract;

THENCE with the said east line of Lamar Boulevard, N 29° 12' E 182.29 feet to an "X" in concrete on the south line of Barton Springs Road, which point is the northwest corner of this tract;

THENCE with the said south line of Barton Springs Road, S 77° 22' E 155.00 feet to an iron pin set at the northeast corner of this tract;

THENCE S 13° 43' W 259.91 feet to an iron pin set on the north line of the aforesaid Lot 1 of Bobby Lane Subdivision, which point is the southeast corner of this tract;

THENCE with the north line of said Lot 1 of Bobby Lane Subdivision, N 54° 31' W 219.24 feet to the POINT OF BEGINNING, and containing 40,000 square feet of land.

PARCEL 2:

RESERVED EASEMENT:

Lessor reserves therefrom the following described easement.

BEGINNING at the southwest corner of this tract, from which POINT OF BEGINNING an iron pin found at the northwest corner of Lot 1 of Bobby Lane Subdivision, a subdivision of record in Book 8 at Page 146 of the Plat Records of Travis County, Texas, bears S 29° 12' W 24.15 feet, which POINT OF BEGINNING is in the east line of Lamar Boulevard;

THENCE with said east line of Lamar Boulevard, N 29° 12' E 30.18 feet to the northwest corner of this tract;

THENCE S 54° 31' E 203.62 feet to the northeast corner of this tract;

THENCE S 13° 43' W 32.30 feet to the southeast corner of this tract;

THENCE N 54° 31' W 212.30 feet to the POINT OF BEGINNING, and containing 6238 square feet of land.

EXHIBIT B

I, _____, a Notary Public in _____ for the County and State aforesaid, DO HEREBY CERTIFY that _____

_____ President and _____ Secretary of _____, a _____

corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such _____ President and _____ Secretary, respectively, and as the free and voluntary act of _____ for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 19____.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS:

I, _____, a Notary Public in _____ for the County and State aforesaid, DO HEREBY CERTIFY that Lilij Salvaneschi Vice President and Burt Cohen Assistant Secretary of FRANCHISE REALTY INTERSTATE CORPORATION, a Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act of FRANCHISE REALTY INTERSTATE CORPORATION, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of August 19 78.

Ernest Berwick
Notary Public

Before me the undersigned, a notary public in and for Travis County, Texas, on this day personally appeared Ron Jackson, Executive Director of the Texas Youth Council, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of September, A.D., 1978.

Annie C. Washington
Notary Public in and for Travis County,
Texas
ANNE C. WASHINGTON
My Term of Office Expires 12-2-79.

The State of Texas
County of Travis

Before me the undersigned, a notary public in and for Travis County, Texas, on this day personally appeared Mrs. Robert M. Ayres, Jr., Chairperson, Board of the Texas Youth Council, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of September, A.D., 1978.

Annie C. Washington
Notary Public in and for Travis County,
Texas - ANNE C. WASHINGTON
My Term of Office Expires 12-2-79.

GROUND LEASE

THIS LEASE is made and entered into this first day of July, 1978 by and between the Texas Youth Council of the City of Austin, County of Travis, State of Texas, an administrative agency of the State of Texas, as Trustee for orphans of the State of Texas, hereinafter called "Lessor" and Franchise Realty Interstate Corporation, an Illinois corporation, hereinafter called "Lessee":

1. PREMISES: Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, the parcel of land which is located in Austin, County of Travis, State of Texas, having a frontage of not less than 155 feet on Barton Springs, containing not less than 40,000 square feet, not including roads or public right of ways, being more particularly described on page 1A attached hereto and made a part hereof, together with all Lessor's easement rights and appurtenances in Lessor's adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewers, water, gas, drainage, electricity and other utilities and for drive-ways and approaches to and from abutting highways for the use and benefit of the above described parcel of real estate, including the improvements to be erected thereon. If Lessee has the demised premises surveyed, then, at Lessee's option, the parties shall execute a recordable amendment by which a survey description shall be inserted herein in lieu of the description contained on page 1A, but Lessee shall not be obligated to lease less than is described above.

2. PERMITS: Lessee has entered into this lease in the expectation of obtaining, after expiration of all applicable appeal periods, all permits, licenses, permissions, and/or other authorizations (hereinafter collectively called "Permits") necessary for the construction upon the demised premises of a complete McDonald's restaurant facility built according to Lessee's plans and specifications (including without limitation septic tank(s) and/or sewer disposal system(s), if necessary parking area(s), curb cut(s), sign(s), and any other improvement(s) in connection with said facility deemed necessary or desirable by Lessee), and for the operation of said facility upon the demised premises seven (7) days a week. Lessee agrees to apply for permits without unreasonable delay after the execution hereof. If permits are denied or are not obtained within one hundred twenty (120) days after first application therefore, Lessee shall have an automatic ninety (90) day extension to obtain



BARTON SPRINGS RD.
155'-0"

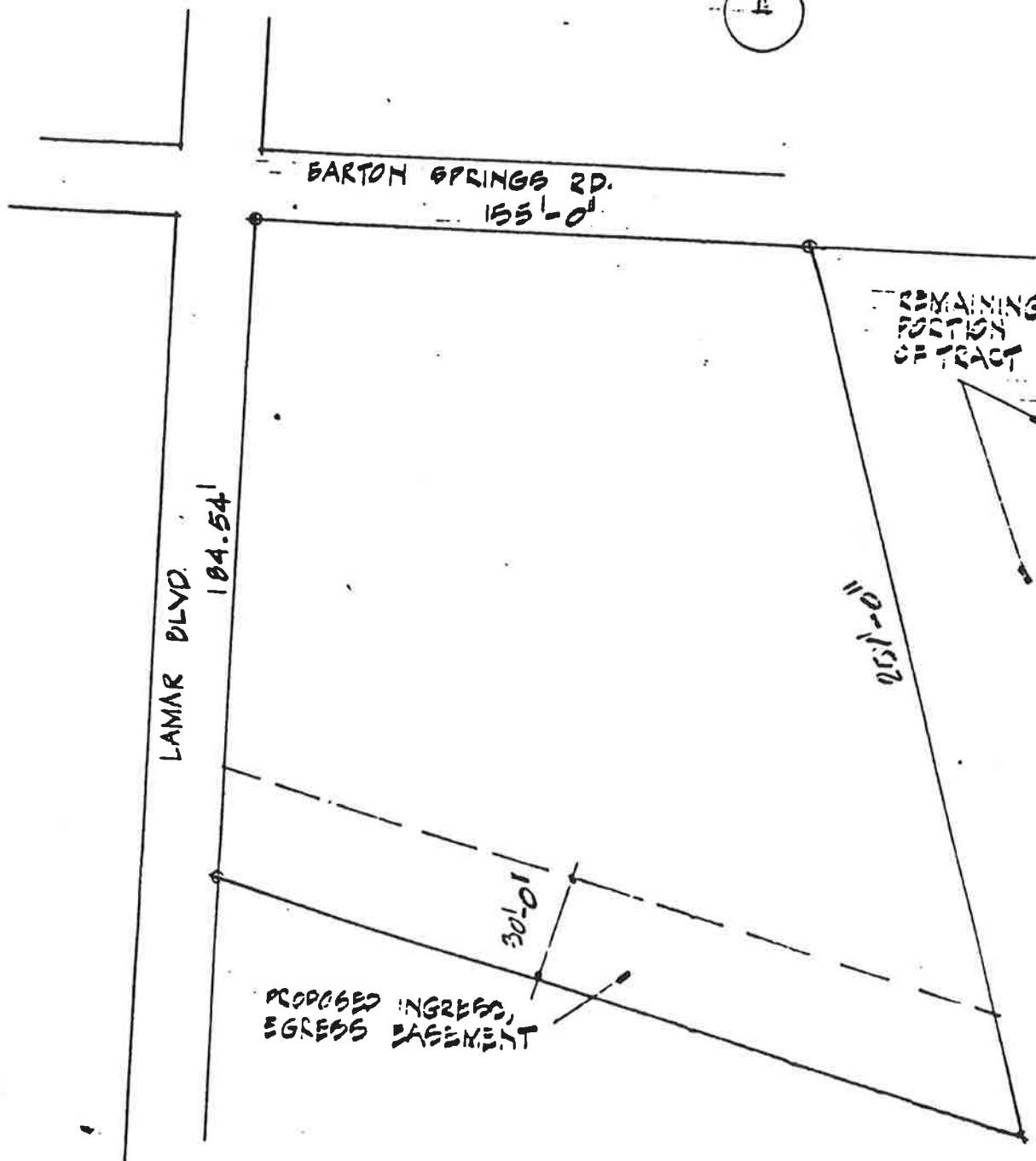
LAMAR BLVD.
184'-54"

REMAINING
PORTION
OF TRACT

110'-0"

30'-0"

PROPOSED INGRESS,
EGRESS EASEMENT



permits. If after said ninety (90) day extension has not obtained permits, this lease shall be null and void.

3. LEASE TERM: Lessee shall have and hold the demised premises for a term commencing on the date of last execution hereof and ending twenty (20) years from the date upon which said McDonald's Restaurant is opened for business to the public. When the term hereof is ascertainable and specifically fixed, or otherwise agreed to by Lessor and Lessee, Lessor and Lessee shall enter into a supplement, suitable for recording, which shall specify the actual date for the expiration of the original term of this Lease and for the commencement of accrual of rent payable hereunder by Lessee.

4. RENT: (a.) Lessee's liability for rent shall commence seventy-two (72) months after the following conditions have been satisfied: (1) all necessary permits and governmental approvals described in Articles 2 and 5(a) have been obtained; (2) the conditions precedent as set forth in Article 19 have been satisfied; and (3) a Memorandum of Lease has been recorded.

(b.) Lessee covenants and agrees to pay to Lessor as rent for said demised premises an amount equal to ten percent (10%) per annum of the fair market value of the demised premises.

(c.) The fair market value of the demised premises shall be two hundred thousand dollars (\$200,000.00) during the term of this Lease.

Notifies Lessor of Lessee's intent to exercise its
(d.) If Lessee ~~exercises its option~~ ³⁶⁵ contained in paragraph 15 herein, within ninety (90) days prior to the end of the term of this Lease, the fixed ground rental payments set forth in the preceding paragraphs (b) and (c) shall be adjusted as follows:

*of the
current
fair market
value of the
land*
(e.) Lessor shall select a qualified appraiser who shall reappraise the demised premises and determine the fair current market value of the land. The cost of said appraisal shall be borne by Lessor. Lessor shall then submit to Lessee in writing the current fair market value of the land as established by said appraisal. If Lessee does not object to said reappraisal within thirty (30) days after receipt of Lessor's notice, the current market value of the land shall be established in accordance with Lessor's appraisal, and the basic land rental set forth above shall then be adjusted to equal ten percent (10%) of the current fair market value of the land, as determined by Lessor's appraisal, for the next succeeding ten (10) year period. In no case shall the readjusted rental for the ten (10) year period immediately succeeding the term of this Lease be less than the rental for the immediately preceding rental period.

(f.) If Lessee does not concur in the current market value of the land as established by 's reappraisal, Lessee shall te in written notice to Lessor within thirty (30) days after receipt of Lessor's notice. In this event, Lessee shall then select a qualified appraiser who shall reappraise the demised premises and submit his determination of the current fair market value of the land in writing to both Lessee and Lessor within sixty (60) days after Lessee's notice of objection. The cost of said appraisal shall be borne by the Lessee.

(g.) Upon receipt of the appraisal by Lessee's appraiser, Lessor shall call the two appraisers together in order that a fair appraisal can be agreed upon. Once the appraisal value is established, the basic land rental as described in Paragraph A above shall then be adjusted to equal ten percent (10%) of the current market value of the land based on the aforesaid reappraisal.

(i.) Rentals shall be payable monthly in advance on the first day of each month in a sum equal to one-twelfth of the annual rent due hereunder.

5. LESSOR'S WARRANTIES AND COVENANTS: Lessor hereby covenants, represents and warrants as follows:

A. That Lessor shall, if necessary, use its best efforts to obtain the approval of all public or governmental authorities as to all matters relating to zoning, subdivision, lot splits, special use permits or similar requirements for use of the demised premises as a McDonald's Restaurant in accordance with Lessee's plans and specifications as will permit the Lessee to obtain all necessary permits, licenses and approvals referred to in Article 2 above; and that Lessor shall pay and bear all costs for any off-site improvements and dedicate any easements required by any public authority as a condition to the granting of any approval or permit.

B. That all water and gas mains, electric power lines, sanitary and storm sewers are located at the property line, in the public right-of-way, of the demised premises and are available and adequate for Lessee's intended use; or, if the same are not available and adequate, Lessor agrees to extend utilities meeting Lessee's specifications to the demised premises within thirty (30) days from the date Lessee notifies Lessor that all necessary permits and approvals have been obtained and Lessee delivers its plans and specifications therefor.

C. That Lessor shall demolish and remove all existing improvements, encroachments, signs and underground storage tanks, if any, located on the demised premises and shall fill, grade, compact and construct retaining walls to Lessee's specifications required by Lessee to make the demised premises

ready for the construction of Lessee's improvements, all of which shall be completed within one hundred twenty (120) days from the date that Lessee notifies Lessor that all necessary permits and approvals have been obtained and Lessee delivers its plans and specifications therefor.

D. That the demised premises are free and clear of all tenancies, whether oral or written, and that Lessee shall have sole and actual possession from the date of execution hereof.

Lessor hereby acknowledges that Lessee is relying upon said covenants, representations and warranties in executing this Lease and that matters so represented and warranted are material ones. Lessor, accordingly, agrees that any breach of warranty or misrepresentation shall be grounds for Lessee to elect, at its option, to terminate this Lease or cure Lessor's default(s) and deduct its costs to cure said defaults from rent thereafter accruing. These remedies are in addition to all other remedies Lessee may have in law or equity.

6. LIENS AND ENCUMBRANCES: Subject to paragraphs 10 and 11 herein, Lessee covenants not to suffer the estate of Lessor in the demised premises at any time during the said term to become subject to any lien, charge, or encumbrances; it being expressly agreed that Lessee shall have no authority, expressed or implied, to create any lien, charge, or encumbrance upon the estate of Lessor in the demised premises.

7. INSURANCE AND TAXES: A. Lessee covenants and agrees at its own expense to insure and keep insured the building or buildings constructed by Lessee thereon against loss or damage by fire and by extended coverage for not less than eighty percent (80%) of their replacement value in responsible insurance companies licensed in the state in which the premises are located, subject to the terms of paragraph 8 hereof, such insurance to be made payable in case of loss to Lessee.

B. Lessee shall also maintain and keep in force for the mutual benefit of Lessor and Lessee general public liability insurance against claims for personal injury, death, or property damage occurring in, on or about the demised premises or sidewalks or premises adjacent to the demised premises to afford protection to the limit of not less than \$500,000.00 in respect to injury or death of a single person and to the limit of not less than \$500,000.00 in respect to any one accident and to the limit of \$25,000.00 in respect to property damage. Lessee shall deliver to Lessor a certificate of said insurance and of renewals thereof from time to time during the term of this Lease.

C. Lessee shall pay, bear, and discharge all future real estate taxes and special assessments charged or imposed upon the demised premises or any improvements erected thereon by Lessee, or anyone claiming by, through, or

under it, or upon the owner or occupier in respect thereof during the term of this lease or any extension thereof and shall deliver promptly to Lessor at all times proper and sufficient receipts and other evidence of the payment and discharge of the same.

8. DAMAGE OR DESTRUCTION OF IMPROVEMENTS: If the building on the demised premises shall be rendered untenable by fire or other casualty during the last five (5) years of the original term of this Lease or during any extension of the term, to the extent of 50% or more of the insurable value of the building, Lessee may, at Lessee's option, to be evidenced by notice in writing given to Lessor within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease as of the date of the damage or destruction, whereupon Lessee shall pay Lessor from the proceeds of its building insurance an amount equal to the lesser of the then present value of the remaining reserved rent as of the date of the casualty or all of the proceeds of the insurance and the right of recovery against insurers on policies covering such damage or destruction.

9. USE, ALTERATIONS AND TITLE TO IMPROVEMENTS: Notwithstanding any other provisions herein to the contrary, Lessee shall have the right to use and/or occupy the demised premises for any lawful purpose or purposes and to make, or permit any Sublessee to make, alterations, additions and improvements to the demised premises from time to time, and all of such alterations, additions and improvements constructed by Lessee during the term of this Lease and any extension thereof, shall be and remain the property of the Lessee or Sublessee, as the case may be, at all times during the term of this Lease and any extensions or renewals thereof. Lessee and any Sublessee shall have the right to remove any such alterations, additions and improvements at any time during the term of this Lease, or any extension or renewal thereof, and for a period of thirty (30) days after the termination of this Lease, or any extension or renewal thereof, by lapse of time or otherwise and, for such purpose, to enter upon the premises. However, Lessee shall not be required to remove any such alterations, additions or improvements, and Lessee's failure to do so after the expiration of such period of thirty (30) days shall be deemed to be an abandonment thereof whereby the same shall, thereupon, be and become part of the real estate with title thereto vesting in the owner of the land. In case of removal of any building by Lessee or any Sublessee occurring at or after the termination of this Lease, as aforesaid, Lessee shall level the area formerly occupied by any building so removed.

10. ASSIGNMENT AND SUBLETTING: Lessee may, without the consent of Lessor, sublease or assign this Lease or its rights hereunder to any affiliate, Licensee, or Franchisee of McDonald's. In such event Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by Lessee. Without limitation, it is agreed that Lessee shall have the right to mortgage or otherwise encumber its leasehold interest.

11. MORTGAGE' LEASEHOLD ESTATE: In the event that Lessee shall mortgage its leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage or trust deed shall notify Lessor, in the manner hereinafter provided for the giving of notice, of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgage or holder of indebtedness, then, in such event, Lessor hereby agrees for the benefit of such mortgagees or holders of indebtedness from time to time:

A. That Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee from time to time. Such notices shall be given in the manner and be subject to the provisions of paragraph 22(E) of this Lease.

B. Such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election, option or privilege conferred upon Lessee by the terms of this Lease.

C. That Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if within a period of twenty (20) days after the expiration of the period of time within which Lessee might cure said default under the provisions of paragraph 12 of this Lease, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch as in said paragraph 12 provided.

D. That, except for the rights to terminate contained in paragraphs 2, 5, and 19 of this Lease, no right, privilege or option to cancel or terminate this Lease available to Lessee shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.

E. No liability for the payment of rental or the performance of any of Lessee's covenants and agreements hereunder shall attach to or be imposed upon any mortgagee, trustee under any trust deed, or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, all such liability being hereby expressly waived by Lessor.

12. LESSOR'S RIGHT OF RE-ENTRY: If Lessee shall fail to pay any installments of rent promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor, or if Lessee shall fail to promptly keep and perform any other affirmative covenants of this Lease strictly in accordance with the terms of this Lease and shall continue in default for a period of thirty (30) days after written notice thereof by

Lessor of default demand of performance, then and any event, and as often as any such event shall occur, Lessor may (a) Declare the said term ended, and enter into said demised premises, or any part thereof, either with or without process of law, and expel Lessee or any person occupying the same in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy said premises as in Lessor's former estate; and/or (b) Re-let the premises, applying said rent from the new tenant on this Lease, and Lessee shall be responsible for no more than the balance that may be due, should a balance exist. Anything hereinbefore contained to the contrary notwithstanding, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the cause of such default, then the Lessor shall not have the right to declare the said term ended by reason of such default.

13. HOLDING OVER: In the event Lessee continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Lessor elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

14. CONDEMNATION: If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages based upon its leasehold interest and ownership of buildings, alterations and improvements for such taking, without impairing any rights of Lessor for the taking of or injury to the reversion.

In the event that a part of the demised premises shall be taken or condemned which, in the sole judgment of Lessee, is sufficient to render the remaining portion thereof unsuitable for its continued use or occupancy, then and in any such event, Lessee may at any time, either prior to or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to terminate this Lease. In the event that Lessee shall fail to exercise any such option to terminate this Lease, then this Lease shall continue in effect with respect to the portion of the demised premises not so taken except that the annual rent payable herein shall be reduced by a fraction, the numerator of which shall be the number of square feet taken or condemned and the denominator of which shall be the square footage of the demised premises prior to the taking or condemnation. Lessee will, with all due diligence and at its own cost and expense, repair and restore the demised premises or what may remain thereof to their former condition, and until the completion of such work, the obligation of Lessee to pay rent shall abate.

15. OPTION TO EX... Lessor does hereby grant to L... the right, privilege, and option to extend this Lease for a period of twenty (20) years from the date of expiration hereof, upon the same terms and conditions as herein contained, upon notice in writing to Lessor of Lessee's intention to exercise said option, given at least ninety (90) days prior to the expiration of the term hereof. In the event that Lessee elects to exercise the option herein granted, rental shall be based upon ten percent (10%) of the fair market value of the demised premises on the twentieth anniversary of the date of opening for business, and upon each tenth anniversary after said twentieth anniversary, such fair market value to be calculated as in article 5 hereof.

16. LESSEE'S RIGHT OF FIRST REFUSAL TO LEASE: If at any time during the term of this Lease, Lessor shall desire to accept a bona fide offer received by it to lease the premises for a term commencing at or after the expiration of the term of this Lease, Lessor shall notify Lessee of such offer in the manner provided in this Lease for the giving of notice, (said notice shall include executed copies of all relevant documents and the name and address of the offeror) and Lessee shall have the right to relet the premises upon the terms and conditions of such offer by giving Lessor written notice of its election to do so within fifteen (15) days after receipt of Lessor's notice. In the event Lessee fails to notify Lessor of its election within the fifteen (15) day period, Lessor shall have the right to lease the premises to any person upon the terms and conditions contained in said notice to Lessee.

17. RESERVATION OF EASEMENT: Lessor hereby expressly reserves unto itself, its successors, assigns, tenants or lessees, an easement of passage on, over, and through the demised premises, for the purpose of free and unrestricted ingress and egress to and from Lessor's adjoining property and South Lamar Boulevard. The said easement hereby reserved shall be thirty (30) feet in width, being parallel to and situated along the south property line of the demised premises.

18. COVENANT OF TITLE AND QUIET ENJOYMENT: Lessor covenants that Lessor is well seized of and has good title to the leased premises free and clear of all liens and encumbrances. Lessor warrants and will defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the premises. If, at any time, Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto.

19. ADDITIONAL CONTINGENCIES:

A. EVIDENCE OF TITLE: Within thirty (30) days from the date of last execution of this Lease, Lessee shall apply for leasehold title insurance, from a title company acceptable to Lessee, in the amount of not less than ONE HUNDRED AND FIFTY THOUSAND and No/100 (\$150,000.00) DOLLARS, or that required by law or the title insurer, covering the date hereof, showing title in Lessor. If the report on title, title binder, or commitment, so required, discloses any conditions, restrictions, liens, encumbrances, easements or covenants which in Lessee's opinion would effect Lessee's use and enjoyment of the demised premises, and appurtenant easements, Lessor shall have sixty (60) days from the date which such title report, binder, or commitment bears to cure such defects and to furnish a title report, binder, or commitment showing such defects cured or removed. If such defects in title are not so cured within sixty (60) days, Lessee may, at its option, terminate this Lease. In the event this Lease is so terminated all monies, deposits and instruments shall be returned to the respective parties. Immediately, upon final execution of the Lease, Lessor shall deliver to Lessee's title company, if so required, all prior title evidence such as title policies, abstracts, or attorney's opinions.

B. BORING AND PERCOLATION CONTINGENCIES: This Lease is further contingent upon Lessee obtaining within sixty (60) days from the date hereof such boring and percolation tests as may be required to determine the physical characteristics, including the water table of sub-strata, of the premises in question. In the event such reports indicate, in Lessee's sole judgment, that the premises are unsatisfactory for Lessee's intended use, Lessee may, at its option, declare this Lease to be null and void and of no further force and effect. In the event Lessee exercises its right to terminate this Lease under this paragraph, Lessee shall not be liable to Lessor for any claims in law or equity arising from said termination.

C. TOPOGRAPHICAL SURVEY: Lessee may order a current certified topographical survey by a licensed surveyor within thirty (30) days from the last execution of this Lease. Said topographical survey shall show:

- (a) The area, dimensions and location of the property;
- (b) Its topography;
- (c) The location of existing improvements and available utilities in adjoining streets, alleys or property;
- (d) The location of all recorded easements against or appurtenant to the property;
- (e) Encroachments of any improvements adjoining the premises on the demised premises; and
- (f) The legal description of the premises.

If said / discloses unsuitable or interfering easements or encroachments or that the location, area, dimensions and shape of the demised premises are not as represented by Lessor, then Lessee shall have the right to terminate this Lease and declare same null and void and of no force and effect.

Lessee shall be entitled to reimbursement from Lessor, either as a credit against rent or by cash payment, for all title examination costs.

20. TRADE FIXTURES, MACHINERY AND EQUIPMENT: Lessor agrees that all trade fixtures machinery, equipment, furniture and other personal property of whatever kind and nature kept or installed on the leased premises by Lessee's subtenants shall not become the property of Lessor or a part of the realty no matter how affixed to the leased premises and may be removed by Lessee's subtenants, in their discretion, at any time and from time to time during the entire term of this Lease and any renewals. Upon request of Lessee or Lessee's assignees or any subtenant, Lessor shall execute and deliver any Real Estate Consent or Waiver forms submitted by any Vendors, Lessors, Chattel Mortgagees or holders or owners of any trade fixtures, machinery, equipment, furniture or other personal property of any kind and description kept or installed on the demised premises by any subtenant setting forth the fact that Lessor waives, in favor of such Vendor, Lessor, Chattel Mortgagee or any holder or owner, any lien, claim, interest or other right therein superior to that of such Vendor, Lessor, Chattel Mortgagee, owner or holder. Lessor shall further acknowledge that property covered by such Consent to Waiver forms is personal property and is not to become a part of the realty no matter how affixed thereto and that such property may be removed from the leased premises by the Vendor, Lessor, Chattel Mortgagee, owner, or holder at any time upon default by the subtenant in the terms of such Chattel Mortgage or other similar documents, free and clear of any claim or lien of Lessor.

21. RECORDING: Lessee and Lessor agree to execute and record a short form or memorandum of this Lease as soon as Lessee has obtained an approved survey and legal description of the demised premises. The cost of all documentary stamps, or conveyancing, transfer tax and recording fees shall be paid equally by the parties hereto.

22. MISCELLANEOUS PROVISIONS:

A. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

B. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, and shall run with the land; and where more than one party shall be Lessors under this Lease, the word Lessor whenever used in this Lease shall be deemed to include all parties hereto jointly and severally.

C. No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Lessor and Lessee herein.

D. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraphs of this Lease or in any way effect this Lease. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular herein shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

E. If at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving the same, deposited in the registered or certified United States mail, returned receipt requested, postage prepaid and (a) If intended for Lessor shall be addressed to:

Texas Youth Council
8900 Shoal Creek Blvd.
Austin, Texas 78758

and (b) If intended for Lessee shall be addressed to:

McDonald's Plaza
Oak Brook, Illinois 60521

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail.

F. In the event that at any time during the term of this Lease either the Lessor or the Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and disbursements incurred therein by the successful party.

23. RULE AGAIN REPETUITIES: If this Lease has been previously terminated pursuant to the terms and provisions contained herein, and if the term of this Lease and/or the commencement date for rent hereunder shall not have been ascertained within five (5) years from the date appearing on Page 1 of this Lease, then and in that event this Lease shall thereupon become null and void and have no further force and effect whatsoever in law or equity.

24. CONFLICT OF INTERESTS: The Lessor and the parties executing this Lease for or on behalf of the Lessor, or as representatives of the Lessor, hereby represent that, to the best of their knowledge, they, or any person connected directly or indirectly, with the Lessor are not agents, employees, servants, suppliers, licensees or officers of the Lessee or any subsidiary, affiliate or parent corporation thereof, or related to any agent, employee, servant, supplier, licensee or officer of the Lessee or any subsidiary, affiliate or parent corporation thereof. The Parties executing this Lease acknowledge that the foregoing representations are and shall be relied upon by the Lessee as inducement to enter into this Lease.

25. RIDERS AND EXHIBITS: This Lease includes the following Rider(s) and/or Exhibits, which shall take precedence over conflicting provisions (if any) of this Lease, and are hereby made an integral part of this Lease and fully incorporated herein by reference:

Tax Addendum

Page I A: Plat of Demised Premises

26. ESCROW FOR PROPERTY IMPROVEMENTS: Lessor and Lessee recognize that Lessor is obligated to complete the requirements of paragraph 5c of the Ground Lease. Therefore, Lessee shall deposit the sum of \$100,000.00 into escrow at the time the Lessee notifies Lessor all contingencies contained in this Ground Lease have been satisfied. Said \$100,000.00 shall be deposited with an escrow agent of Lessee's choice. When all the site work as set forth in paragraph 5c has been completed to Lessee's satisfaction, Lessor shall submit to the escrow agent a copy of the Contractor's Sworn Statement executed on behalf of Lessor's contractor and copies of all executed lien waivers. At that time, the escrow agent shall pay out, from the \$100,000.00 held in escrow, the figure as set forth on the Contractor's Sworn Statement. All remaining money in the escrow, if any, shall be paid by the escrow agent to Lessor. Lessor and Lessee agree that should Lessor's work to comply with the requirements of paragraph 5c of this Ground Lease exceed \$100,000.00, Lessee shall have the right to pay for all said work in excess of \$100,000.00 and deduct the cost in excess of \$100,000.00 from the rent due Lessor under the terms and conditions of this Ground Lease.

27. LAW AND VENUE: In any legal action brought to enforce or interpret this lease, or to seek damages arising from the breach hereof, the parties hereto agree that the laws of the State of Texas shall be controlling, and

TAX ADDENDUM

THIS IS AN ADDENDUM TO LEASE dated 1st day of July, 1978
between Texas Youth Council of the City of Austin (Lessor; and
Franchise Realty Interstate Corporation (Lessee).

1. Lessee shall pay promptly and before they become delinquent all general real estate taxes imposed at any time during the term of this Lease, or any extension thereof, upon or against the demised premises, including the land and all buildings, furniture, fixture, equipment and improvements now or hereafter located thereon, lawfully assessed either in the name of the Lessor, fee owner or Lessee. Lessee's obligation to pay taxes shall commence to accrue on the date that Lessee's Restaurant facility opens for business. Lessee shall not be responsible for any special assessments levied prior to or during the term of this Lease.
2. Lessor shall use its best efforts to obtain from the taxing authorities a separate assessment for the land and buildings comprising the demised premises. If such separate assessment shall be obtained, the real estate taxes payable by Lessee shall be paid by Lessee directly to the taxing authority. If Lessor shall be unable to obtain such separate assessment, and the tax bill covering the demised premises shall include property in addition to the demised premises, Lessee shall pay a fraction of said tax bill to Lessor, calculated as hereinafter set forth. In the case of land, if there is no separate assessment for the land comprising the demised premises, the numerator of said fraction shall be the land area of the demised premises, and the denominator of said fraction shall be the total land area of the property covered by said tax bill. In the case of buildings, if there is no separate assessment for the building(s) on the demised premises, the numerator of said fraction shall be the area of the building(s) on the demised premises, and the denominator of said fraction shall be the total area of all buildings located on the property covered by said tax bill. Lessee shall pay its share within forty-five (45) days after Lessor notifies Lessee of the amount thereof and furnishes Lessee with a copy of the receipted tax bill and the calculations by which Lessee's share has been determined. Lessor shall pay said tax bill when due. In no event shall Lessee be liable for interest or penalties.
3. A pro rata adjustment shall be made with respect to the commencement and ending of Lessee's tax liability, in the event that the commencement or ending of said liability shall not coincide with the tax year.
4. Lessee shall have the right, in its own name and/or in the name of Lessor, to make and prosecute application(s) for abatement of taxes and/or appeal(s) for correction of assessment, and Lessor agrees to cooperate fully with Lessee in this regard. Lessor agrees to sign all necessary instruments in connection with such application or appeal and, in addition, hereby appoints Lessee its agent in fact for purposes of such signature, which shall be an agency coupled with an interest. Lessor shall not settle any such application or appeal without Lessee's prior written approval in each instance.
5. Notwithstanding anything contained herein, Lessee shall not be under obligation to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Lessor or which may be imposed against Lessor or against the rents payable hereunder or upon the income or profits of Lessor by reason of any law now in force or hereafter enacted.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

LESSOR:

LESSEE: FRANCHISE REALTY INTERSTATE CORPORATION

Rolando Sheld Ayres
Chairperson, Board of the
Texas Youth Council

BY:

Michael J. Jue
Director of Real Estate/Legal
JMC

ATTEST:

Ron Jackson
Executive Director,
Texas Youth Council

Raymond Greenman
Vice-President

DATE OF
EXECUTION: June 12, 1978

DATE OF
EXECUTION: 6/19/78

WITNESS:

Dr. Sam
RG Kebluscl

WITNESS:

Denise Dugua
Bonnie Lind

The State of Texas
County of Travis

Before me the undersigned, a notary public in and for Travis County, Texas, on this day personally appeared Ron Jackson, Executive Director of the Texas Youth Council, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of June, A.D., 1978.

Sharon K. Kew
Notary Public in and for Travis County,
Texas

The State of Texas
County of Bexar

Before me the undersigned, a notary public in and for Bexar County, Texas, on this day personally appeared Mrs. Robert M. Ayres, Jr., Chairperson, Board of the Texas Youth Council, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of June,
A.D., 1978.

Ellanore B. Sledge

Notary Public in and for Bexar County,
Texas

ELLANORE B. SLEDGE
Notary Public, Bexar County, Texas

I, _____, a Notary Public in and f _____ County and State aforesaid, DO HEREBY CERTIFY that _____, _____ President and _____ Secretary of _____, a _____ corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such _____ President and _____ Secretary, respectively, and as the free and voluntary act of _____ for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 19____.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

I, Cheryl Visser, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael J. Sise, Director of Real Estate/Legal and Seymour Greenman, Assistant Secretary of FRANCHISE REALTY INTERSTATE CORPORATION, a (n) Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Michael J. Sise, Director of Real Estate/Legal and Assistant Secretary, respectively, appeared before me in person and acknowledged that they sigend, sealed and delivered the said instrument as their free and voluntary act and as such Director of Real Estate/Legal, and Assistant Secretary, respectively, and as the free and voluntary act of FRANCHISE REALTY INTERSTATE CORPORATION, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of June 19 78.

Cheryl Visser